

Exhibit C

REDACTED VERSION OF
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Page 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO/OAKLAND DIVISION

-----X
FACEBOOK, INC., a Delaware)
corporation,)
)
Plaintiff/Counterclaim) Case No.
Defendant,) 3:20-CV-07182
) JCS
vs.)
)
BRANDTOTAL, LTD., an Israeli)
corporation, and UNIMANIA, INC.,)
a Delaware corporation,)
)
Defendants/Counterclaim)
Plaintiffs.)
-----X

** H I G H L Y C O N F I D E N T I A L **

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VIDEOCONFERENCE VIDEOTAPED 30(b)(6) DEPOSITION OF

FACEBOOK, INC.

by corporate designee

JOSH NEWMAN

Friday, January 15, 2021

11:40 a.m.

Remotely Reported Stenographically By:
Mayleen Ahmed, RMR, CRR, CRC, CSR-CA 14380
Job No.: 001106

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1 REMOTE APPEARANCES

2

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23 MICHAEL CHMELAR, Counsel, Facebook, Inc.

24 STACY CHEN, Counsel, Facebook, Inc.

25 KEVIN JOHNSON, Videographer, TransPerfect

26 ---oo---

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1 It is true that an advertiser -- an
2 advertiser such as Ford could use Ad -- the
3 Ad Library for insight into how its competitor, for
4 example, Chevy, is advertising on Facebook, correct?

5 MR. HOLTZBLATT: Object to form.

6 A. They could use Ad Library -- to stick
7 with your example, Ford could use Ad Library to
8 understand the creative that its competitors have on
9 the site at present.

10 Given my experience in advertising, the
11 functional value of that is little different than an
12 advertising executive at a marketing firm watching
13 the Super Bowl and seeing that there are ads for
14 both Chevy and Ford.

15 Q. What tools other than Ad Library that
16 Facebook provides could a competitor use to gain
17 knowledge regarding how -- strike that.

18 What tools other than Ad Library that
19 Facebook provides could a competitor -- I apologize.
20 I made the same mistake again. Strike that.

21 What tools that Facebook provides, other
22 than Ad Library, could an advertiser use to gain
23 knowledge regarding how a competitor uses
24 advertising on Facebook?

25 MR. HOLTZBLATT: Object to form.

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1 A. Let me answer that by explaining how the
2 products that my team and cross-functional partners
3 build actually work.

4 So if we think about Ad Manager, which
5 is the primary entry-point management tool and
6 system for all of Facebook advertising, it's where
7 the vast majority of our advertisements are entered
8 and managed.

9 In that tool, a marketer, a client can
10 come in and set up their campaigns and gain
11 understanding about those campaigns. That access to
12 that information about any performance relative to
13 those campaigns is limited and in control of the
14 advertiser that set up the campaign.

15 That is the guiding principle of how our
16 team develops products and central to the way we
17 think about data access across Facebook.

18 Q. Okay. Then, is it correct, then, that
19 there are no tools Facebook provides other than
20 Ad Library that an advertiser could use to gain
21 knowledge regarding how a competitor uses
22 advertising on Facebook?

23 MR. HOLTZBLATT: Object to form.

24 A. I wouldn't want to speculate on all the
25 different ways that an advertiser could potentially

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1 utilize their control of their own information.

2 Again, our products are built to provide
3 advertisers control over their data. They enter the
4 advertising; they control the data.

5 Q. And I'm not asking you to speculate,
6 Mr. Newman.

7 But is Facebook aware of any tools
8 advertisers use, other than the Ad Library, to gain
9 insight into how a competitor is using advertising
10 on Facebook?

11 MR. HOLTZBLATT: Object to form.

12 A. Aware of Facebook tools --

13 Q. Correct.

14 A. -- or aware of tools in the industry?

15 Q. My apologies. I spoke over you.

16 Aware of tools provided by Facebook.

17 MR. HOLTZBLATT: Object to form.

18 A. Again, I'm trying to be specific here
19 about the design of the tools as to -- as opposed to
20 imagining potential utilization by the
21 literal millions of advertisers that we work with.

22 Our products are built to provide
23 control of data to the advertisers that create the
24 campaign. A competitor would not have access to
25 that data.

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1 Q. I just want to make sure we're on the
2 same page here. I'm not asking regarding the design
3 of the tools, and I'm not asking for you to imagine
4 or speculate.

5 My question is simply: Is Facebook
6 aware -- such as with the example of the Ad Library
7 being able to see what creative a competitor is
8 running. Is Facebook aware of any use of the tools
9 they provide by an advertiser to gain insight into
10 how a competitor is using advertising on Facebook?

11 MR. HOLTZBLATT: Object to form.

12 A. I'm afraid you lost me on that question
13 construct. Okay? I'm -- I'm trying to be very
14 specific. So if you could either repeat or rephrase
15 the question, that would be helpful to me.

16 Q. So I'll break it into some smaller
17 chunks.

18 A. Thank you.

19 Q. It was a long question.

20 Okay. I'm not asking regarding how the
21 tool was designed to be used.

22 Do you understand that?

23 A. The --

24 MR. HOLTZBLATT: Object to form.

25 Q. Sorry. Go ahead and pause a second

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1 creative, from my perspective, is not significant.

2 But I understand what you're saying
3 relative to an advertiser's ability to see and
4 organize information about creative of their
5 competitors. The information essentially being what
6 creative is live on Facebook at any given time.

7 So, broadly, to answer your question, I
8 understand.

9 Q. Let's talk a little bit more about your
10 understanding of the word "insight" and make sure
11 that we're on the same page --

12 A. Sure.

13 Q. -- moving forward.

14 Would you understand "insight" to
15 include the time an advertisement was seen by a
16 user?

17 MR. HOLTZBLATT: Object to form.

18 A. It is a data point. To me insight
19 requires slightly more processing than a single data
20 point. Again, I'm trying to speak from a -- my
21 expertise as a member of the product
22 cross-functional team that develops these products
23 with the goal of providing insight to our clients.

24 Our entire team starts with the process
25 of taking zeros and ones, converting those into

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1 pieces of information; in other words, human-
2 readable numbers that are aggregated into concepts
3 that advertisers can understand.

4 And then the subsequent step is creating
5 products and capabilities that provide insight, or
6 the ability to manipulate those zeros and ones
7 turned into numbers, in a way that provides them
8 insight. That's my broad construct when I think,
9 from a product standpoint, of what "insight" is.

10 So, to answer your question directly,
11 it's when an advertiser -- excuse me -- when an
12 individual saw a single piece of creative a single
13 time, at what time that occurred, is that insight?
14 No. That is a data point.

15 Q. Would you understand the number of
16 interactions users have with an ad to be an insight?

17 A. Potentially. It is definitely a data
18 point that we want to be able to provide users in
19 our measurement products. When they create an
20 advertising campaign, it's critical that they
21 understand the amount of impressions.

22 Q. Is Facebook aware of any tool that an
23 advertiser can use to ascertain the number of
24 interactions users have with the advertisement of a
25 competitor?

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1 MR. HOLTZBLATT: Object to form.

2 A. That is not a tool that we would build
3 within the Measurement Products team, and that is
4 contrary to the ethos and essence of how we guide
5 our product development.

6 Q. My question, however, sir, is slightly
7 different.

8 Is Facebook aware of any tool an
9 advertiser can use to ascertain a number of
10 interactions users have with the advertisement of a
11 competitor?

12 MR. HOLTZBLATT: Object to form.

13 A. We have not built such a tool.

14 Q. I apologize, sir. I think we're
15 slightly talking past each other, and I just want to
16 narrow this down.

17 I understand that Facebook has not built
18 a tool. Is Facebook aware of an advertiser using
19 any tool that Facebook has built to ascertain a
20 number of interactions users have had with the
21 advertisement of a competitor?

22 MR. HOLTZBLATT: Object to form.

23 A. We've discussed Ad Library. I think
24 we've exhausted the competitive analysis potential,
25 say, for delving into the specific data points that

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1 are available to the public and comparing those
2 distinctions between political advertising and
3 non-political advertising.

4 Beyond that, I am not aware of products
5 that would provide that capability.

6 Q. Earlier we talked about the Ads Manager
7 tool. Is that the correct name?

8 A. Ads Manager is a tool provided by
9 Facebook, yes.

10 Q. I just wanted to make sure I got the
11 name correct --

12 A. Sure --

13 Q. -- as we -- as we are shifting here.

14 Does the Ads Manager tool enable an
15 advertiser to know the targeted audience or
16 impressions the campaign reaches on a per-day level?

17 A. Ads Manager provides a vast number of
18 data points. I am not enough of an expert to delve
19 into each individual data point, but I can answer
20 affirmatively to that question.

21 Q. So that was a "yes," correct?

22 A. Yes.

23 Q. Skipping back a few minutes.

24 Do you know who manages the Ad Library,
25 what team?

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1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9 Q. On lines 8 and 9, do you see where the
10 text begins: "[I]n order to obtain measurement
11 analytics beyond what is available through the
12 analytic tools that Facebook itself provides to
13 advertisers"?

14 A. Yes.

15 Q. What analytic tools do measurement
16 partners have access beyond what Facebook provides
17 to advertisers?

18 MR. HOLTZBLATT: Object to form.

19 A. The way I read this line 8 and 9, to me,
20 doesn't imply that the measurement partners receive
21 incremental analytic tools.

22 My understanding of what measurement
23 partners receive is access to capabilities, and that
24 could potentially be improvements to the amount of
25 data that flows through the system in a given time

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1 frame, as a broad example.

2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7 Q. And by your "clients," you mean
8 companies that advertise on Facebook?

9 A. Correct. So there are a number of
10 third-party measurement companies that are
11 measurement partners. They provide services to
12 clients; they provide services to advertisers that
13 are not our clients. Their services may not be
14 exclusively related to Facebook data.

15 A primary example, I would think -- and,
16 again, I'm not familiar with all of the nearly 50
17 measurement partners. But it's important for
18 advertisers to be able to aggregate an understanding
19 of their spend and their audience as reached on
20 multiple platforms.

21 Those platforms could include
22 television, social media, other aspects of apps in
23 the Internet. Obviously, Facebook is not the only
24 place where our clients advertise. So the ability
25 to aggregate data across multiple different

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1 locations, perhaps even outdoor advertising, that's
2 a service that is extremely valuable to an
3 advertiser.

4

[REDACTED]

17 Q. Are you finished with your answer, sir?

18 A. I am.

19 Q. Do you recall before lunch we were
20 talking about competitive insight?

21 A. Yes.

22 MR. HOLTZBLATT: Object to form.

23 Q. I -- I know we have perhaps not the same
24 definition of "insight," so I'm going to break this
25 down.

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1 A. If you'll allow me to pause for a
2 moment, there's some lawnmowers in the background.
3 I'm going to close my window.

4 Please continue.

5 Q. I have to say, your camera is really
6 cool. It tracks you across the room.

7 A. It is a Facebook product I highly
8 recommend, on the record. The Facebook Portal.

9 Q. I appreciate that, and I will actually
10 look into it. That's really cool. Okay.

11 Returning --

12 A. It's great for the grandparents. Just
13 put it in the kitchen. Grandma loves it.

14 Q. Okay. For these measurement partners I
15 discussed in the supplemental response, do these
16 measurement -- strike that.

17 Do any of the measurement partners
18 discussed in the supplemental response provide
19 metrics of an advertiser's competitor -- strike
20 that. Let me see if I can make this actually make
21 sense.

22 Do any of the measurement partners
23 discussed in the supplemental response provide to an
24 advertiser, metrics a competitor's advertisement
25 receives, such as the number of total impressions?

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1 MR. HOLTZBLATT: Object to form.

2 A. No.

3 Q. Do any of the measurement partners
4 referenced in the supplemental response provide to
5 an advertiser any information on the advertiser's
6 competitors?

7 MR. HOLTZBLATT: Object to form.

8 A. Could you repeat the question?

9 Q. Yes.

10 Do any of the measurement partners
11 referenced in the supplemental response provide to
12 an advertiser any information on the advertiser's
13 competitors?

14 MR. HOLTZBLATT: Object to form.

15 A. Perhaps you could clarify it with an
16 example.

17 Q. Sure. Let's take our now beloved
18 example of Ford and Chevy.

19 I believe you said there are nearly 50
20 measurement partners; is that correct?

21 A. That's my understanding from
22 conversations I had with counsel and a member of our
23 products team that was formerly part of the
24 measurement partnerships team.

25 Q. So of those approximately 50 measurement

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1 partners, could any of them provide information to
2 Ford about any advertisement information Chevy is
3 taking on the Facebook platform?

4 MR. HOLTZBLATT: Object to form.

5 A. Let me do two things. One, I'd rather
6 we use as examples fake companies --

7 Q. Okay.

8 A. -- rather than refer to companies that
9 may or may not be our clients, just as a general
10 practice. I can still answer this particular
11 question.

12 As I mentioned earlier, the tenet we
13 have in any flow of information is that the
14 advertiser creating the ad controls that flow of
15 information. So the third-party measurement partner
16 itself has neither unlimited access nor unlimited
17 rights, as negotiated in those agreements, per my
18 understanding, to utilize that data as they see fit.

19 The data, in its inherent rights -- and,
20 again, I'm not a lawyer, but using "rights" broadly
21 as the ability to view and use -- those capabilities
22 are granted, essentially, by the advertiser to the
23 third party if there is a goal of creating a report
24 by that third-party measurement partner for the
25 advertiser.

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1 So in no case would we negotiate an
2 agreement that would allow a third party to provide
3 competitive information from one advertiser to
4 another.

5 Q. How does an entity become an approved
6 measurement partner?

7 A.

A horizontal bar chart illustrating the percentage of the population aged 15-24 in various US states and the District of Columbia. The y-axis lists 51 entities, and the x-axis represents the percentage from 0% to 100%. The bars are black.

Entity	Percentage (%)
Alabama	81.0
Alaska	82.0
Arizona	82.0
Arkansas	82.0
California	82.0
Colorado	82.0
Connecticut	82.0
District of Columbia	82.0
Florida	82.0
Georgia	82.0
Hawaii	82.0
Idaho	82.0
Illinois	82.0
Indiana	82.0
Iowa	82.0
Kansas	82.0
Kentucky	82.0
Louisiana	82.0
Maine	82.0
Maryland	82.0
Massachusetts	82.0
Michigan	82.0
Minnesota	82.0
Mississippi	82.0
Missouri	82.0
Montana	82.0
Nebraska	82.0
Nebraska	82.0
North Carolina	82.0
North Dakota	82.0
Ohio	82.0
Oklahoma	82.0
Oregon	82.0
Pennsylvania	82.0
Rhode Island	82.0
South Carolina	82.0
South Dakota	82.0
Tennessee	82.0
Texas	82.0
Utah	82.0
Vermont	82.0
Virginia	82.0
Washington	82.0
West Virginia	82.0
Wisconsin	82.0
Wyoming	82.0

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9

Q. Did Facebook ever consider partnering or
engaging in a partnership with BrandTotal to

10 proactively bring insights for marketers?

11 MR. HOLTZBLATT: Object as out of scope.

12 You can answer if you know.

13 A. That is outside the scope of my
14 day-to-day and my knowledge in preparation for this
15 testimony.

16 Q. Just to condense that.

17 Your answer, then, is "I don't know"?

18 A. What is the question?

19 Q. Did Facebook ever consider partnering or
20 engaging in a partnership with BrandTotal to
21 proactively bring insights for marketers?

22 MR. HOLTZBLATT: Object to form and
23 object as out of scope.

24 A. As I said, based on my preparation and

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1 my day-to-day responsibilities, I do not know the
2 answer to that question.

3 Q. Mr. Newman, do you know who Kim
4 Stonehouse at Facebook is?

5 A. No.

6 Q. Do you know who Gabriel Gontijo,
7 G-O-N-T-I-J-O, at Facebook is?

8 A. No.

9 Q. Do you know who Rita Procter at Facebook
10 is?

11 A. No.

12 Q. Do you know a Michelle Morris at
13 Facebook?

14 A. No.

15 Q. Do you know an Alejandra, and then the
16 last name is C-O-S, dash, P-E-R-A-Z-A, at Facebook?

17 A. No.

18 And I assume that we're using the
19 colloquial definition of the term "no." These are
20 not names that are immediately familiar to me and I
21 could not place the face.

22 Q. Turning --

23 A. Facebook, obviously, is a large company.

24 Q. I am aware of that, and I appreciate
25 that clarification.

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1 A. We've discussed, throughout the course
2 of my testimony, the advertising ecosystem. There
3 are literally hundreds of thousands of participants
4 on the business side of that ecosystem, and tens
5 of millions of participants on the advertising side.

6 So, again, not trying to slice the onion
7 too thin here, but just making sure that we're --
8 that I am not discussing a permission acquisition
9 process that does not apply to the entity definition
10 that you might have in mind.

11 So if you could be more specific about
12 the entity in general as a participant in the
13 advertising ecosystem, that might help guide my
14 answer. Either way, I'm aware of multiple avenues
15 to obtain permission which, as I said, was the focus
16 of my initial answer --

17 Q. How many avenues are you --

18 A. -- for --

19 Q. I apologize.

20 How many avenues are you aware of?

21 A. Well, when we think about this term, we
22 really subdivide it on two axes. There is manual
23 access to data, and there is automated access to
24 data on one axis; on the other, there is authorized
25 and unauthorized.

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1 So a simple example of authorized
2 automated would be the use of an API. The process
3 to obtain access to an API is publicly available,
4 and the standards by which you obtain that access
5 are readily displayed in the business section of the
6 Facebook website.

7 There are other instances where a more
8 negotiated access -- again, going back to our
9 measurement partner conversation -- where the focus
10 would likely be on the speed and volume of data, and
11 altering that in some way from the standard.

12 And when I speak of speed and volume,
13 I'm really thinking of processing capacity. It
14 takes time to move a bit, those zeros and ones I've
15 spoken about all day, from one server to another.
16 Those capabilities have real-world investment in
17 hardware.

18 And, therefore, there may be times where
19 it benefits the ecosystem -- our clients, who are
20 our primary focus, from a business standpoint -- to
21 create augmented access on either of those two
22 parameters.

23 An example there would, essentially, be
24 a search engine, a major search engine in a given
25 region not applied via the API access workflow.

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1 That would be a negotiated agreement.

2 Nevertheless, all of the data access as
3 outlined here in this section you've highlighted
4 focuses on permission.

5 The area in which -- again, I'm not a
6 lawyer, but I would say permission is implied, is in
7 the manual access to data. If a user logs in to
8 Facebook, sees advertising, writes down what that
9 advertising is, and provides that as a service
10 somehow, that would meet our terms and conditions,
11 as I understand it. Again, I'm not a lawyer.

12 Q. But if it was automated, it would not,
13 correct?

14 MR. HOLTZBLATT: Object to form.

15 A. Automated, unauthorized data access is,
16 per this term, prohibited under our services we
17 provide, terms of service.

18 Q. And the -- I understand from your
19 answer -- and correct me if I'm wrong; I want to
20 make sure we're on the same page -- that the two
21 ways to become authorized are either to go through
22 the API process or to be subject of a negotiated
23 agreement; is that correct?

24 MR. HOLTZBLATT: Object to form.

25 A. You have highlighted two ways to obtain

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1 authorized automated access.

2 Q. What are those two ways?

3 A. Two ways to obtain authorized automated
4 access to data are through our collection of APIs or
5 through some negotiated agreement.

6 Q. And the example of a negotiated
7 agreement you provided earlier was the case of a
8 search engine, correct?

9 A. That's correct.

10 [REDACTED]

25 MR. HOLTZBLATT: Object to form, and

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1 object as out of scope other than as limited to
2 current tools.

3 A.

Term	Percentage
GMOs	~95%
Organic	~90%
Natural	~95%
Artificial	~75%
Organic	~95%
Natural	~95%
Artificial	~75%
Organic	~95%
Natural	~95%
Artificial	~75%

13 Q. In view of your response and your
14 counsel's objections, I'm going to rephrase my
15 question slightly.

A horizontal bar chart with four bars. The y-axis is labeled '16' and has four tick marks corresponding to the bars. The bars are black and of different lengths, representing the number of countries for each age group. The bars are positioned at approximately [113, 280, 113, 886], [113, 310, 113, 980], [113, 340, 113, 840], and [113, 370, 113, 810] in normalized coordinates.

Age Group	Number of Countries
16	~10
17	~12
18	~10
19	~9

20 A. Can you be more specific about what you
21 mean by "competitive"?

22 Q. So I remember what you said earlier
23 about not wanting to use real-world companies.

24 A. Thank you.

25 O. So I'm going to use company Acme, which

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1 I think is everyone's favorite Road Runner supplier.
2 And I'll admit, I struggle to think of a second one,
3 so I'm going to go with Sweetums, and that's
4 S-W-E-E-T-U-M-S.

5 So let's assume Acme and Sweetums are
6 both providers of widgets, just to use the favorite
7 law school example. Acme and Sweetums both provide
8 widgets. Acme is an advertiser on the Facebook
9 platform.

10 Do you understand that so far?

11 A. Yes.

12 Q. Okay. So has -- strike that.

13 Sweetums is interested in advertising on
14 Facebook and wants to know what success Acme has
15 seen with its own advertisements on Facebook.

16 Has -- my question, sir -- strike that.

17 Do you understand that scenario so far?

18 A. Yes.

19 [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]

24 MR. HOLTZBLATT: Josh, do you --
25 I don't know, Dustin, where you are in

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1 pages. I am not a developer, so the details of
2 those steps are best understood by me as publicly
3 available in terms of the broad guidelines, and
4 clearly delineated once one logs in to Facebook and
5 finds those pages in the developer section of our
6 website.

7

[REDACTED]

[REDACTED]

9

MR. HOLTZBLATT: Object to form.

10

[REDACTED]

22

Q. Let me present this slightly

23

differently, then, with the use of a hypothetical.

24

[REDACTED]

[REDACTED]

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1

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

MR. HOLTZBLATT: Object to form.

8

[REDACTED]

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1

[REDACTED]

21 Q. All right. Do you have Exhibit No. 2 in
22 front of you, the deposition topics?

23 A. I will. Yes, I have it open.

24 Q. I direct your attention to Topic No. 6,
25 which begins on PDF page 5, approximately line 7.

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1 Q. Mr. Newman, before the next line of
2 questioning, I want to establish a few terms to make
3 sure that we're on the same page about some issues.

4 If a company, let's say, Acme, posts --
5 strike that.

6 Acme has a page, correct, that is their
7 company's, essentially, profile page; is that right?

8 MR. HOLTZBLATT: Object to form.

9 A. A company can create a page within the
10 Facebook platform.

11 Q. The term for that is a "page"?

12 A. Yes.

13 Q. And Acme, using our hypothetical, if
14 they create a post on their page that they do not
15 pay to be disseminated to users, it is just a post
16 that they host on their page.

17 Do you have a term for what that post is
18 called?

19 MR. HOLTZBLATT: Object to form.

20 A. In general, from a measurement product
21 perspective, there are two high-level kinds of
22 content: content for which advertisers pay, and
23 content that, like any other individual, an
24 advertiser can post free of charge on their own
25 Facebook presence. We refer to content like that as

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1 "organic."

2 Q. So unpaid content would be organic?

3 A. Generally, yes.

4 Q. And if the host is then paid to be
5 distributed to advertisers, what is your term for
6 that?

7 A. I'm pausing because there are -- we're
8 starting to get into the weeds of the mechanics of
9 advertising on Facebook, and I want to be specific.

10 It is possible to boost an organic post;
11 in other words, to pay to increase the likelihood
12 that that organic post reaches people that would
13 find it helpful and useful; again, following our
14 principle of Facebook advertising, that our job is
15 to create an ecosystem where both our users and our
16 advertisers are finding value.

17 So at that moment, I suppose an organic
18 post, by your framing, becomes a paid post, but --

19 Q. Okay. Sorry.

20 A. -- in terms of our previous discussions
21 in the organization of who can see data related to a
22 post to an advertisement, the distinction is the
23 same. The controlling entity -- advertiser,
24 individual, business -- who initiated the ad or the
25 content controls access to the data related to that

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1 content.

2 Even when a third party gets involved in
3 the aggregation or reformatting of that data, the
4 third party's ability to utilize that data, even if
5 they have access to an API, their ability to access
6 that specific data and present it back, is dependent
7 upon the original owner's consent.

8 Q. Does Facebook offer tools by which an
9 advertiser can consent to share their advertising
10 data?

11 MR. HOLTZBLATT: Object to form.

12 A. Yes.

13 Q. What tools are those?

14 MR. HOLTZBLATT: Object to form.

15 A. We've discussed a number of them. I am
16 unfamiliar with the exact mechanics of what needs to
17 be clicked in order to authorize.

18 But, again, speaking to my high-level
19 understanding of how the APIs function, access to
20 data in an automated way for an API has a workflow
21 wherein the, quote/unquote, owner of the
22 advertisement, and thereby the data associated with
23 that advertisement, provides permissioning for that
24 data to be viewed/utilized/accessed in some way by
25 another party.

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1 Again, the party is in no case a
2 competitor, but it is a third party with which
3 Facebook has some negotiated agreement of which, to
4 my understanding, the standard terms and conditions
5 we discussed earlier in my testimony are a piece and
6 a requirement of the agreement.

7 Q. Okay. Returning to our situation in
8 which we have Acme and Sweetums. If Acme and
9 Sweetums are both advertisers on Facebook and have
10 consented through this workflow that you just
11 discussed, would it be possible for an approved
12 partner to utilize that data to provide advertising
13 metrics on the industry of widgets that both Acme
14 and Sweetums provide?

15 MR. HOLTZBLATT: Object to form.

16 A. My understanding is that would be
17 prevented by our terms.

18 Q. Are there any specific tools Facebook
19 provides to facilitate that type of analysis?

20 MR. HOLTZBLATT: Object to form.

21 A. No. That type of analysis is not
22 consistent with the goals and ethos of the
23 measurement product team that I've described
24 previously, and, therefore, we would not build tools
25 to that end.

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1 Q. Is Facebook aware of any authorized
2 third parties that provide such an analysis?

3 MR. HOLTZBLATT: Object to form, and out
4 of scope.

5 A. I can speak from my personal experience,
6 that I am not aware of any such agreements or
7 comments.

8 Q. A few minutes ago we were speaking about
9 the types of organic versus paid host.

10 If I refer to a post made on a company's
11 page that is not boosted as a non-sponsored post,
12 does that term make sense to you?

13 MR. HOLTZBLATT: Object to form.

14 A. Are you asking if I've heard of the term
15 "non-sponsored post"?

16 Q. No. I'm just saying, if I use the term
17 "non-sponsored post" to refer to a post made on a
18 company's public page that is not boosted, does that
19 term make sense to you?

20 MR. HOLTZBLATT: Object to form.

21 A. I think we can agree on a non-sponsored
22 post as essentially being equivalent to organic
23 content.

24 Q. If we then refer to a "sponsored post"
25 as an organic post that is then boosted, does that

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1 Ad Library was created to serve a public interest/
2 integrity goal. The integrity goal for political
3 advertising, given Facebook's centrality to
4 political discussion, is to ensure that the public
5 is well-informed about the targets of Facebook
6 advertising by political entities or political
7 candidates.

8 We extended that capability to
9 non-political ads simply for the creative itself
10 that is currently running on Facebook in order to
11 ensure that the public had a view into our ads'
12 compliance with the public interest in highly
13 regulated industries such as housing or medicine.

14 Q. On this same page of Exhibit 1, the
15 first row, "Time ad shown to user."

16 Do you see that?

17 A. Yes.

18 Q. On the second portion where it says
19 "Ad Library" in brackets, it says "non-SIEP will not
20 show end date."

21 Do you see that?

22 A. Yes.

23 Q. What is "SIEP"?

24 A. I do not know what the acronym stands
25 for. Broadly, it's making the distinction I've

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1 already discussed, which is between political and
2 commercial advertising. So a non-SIEP ad would be a
3 non-political ad.

4 Again, the delineations here, any
5 restriction in data is done to adhere to our
6 principle of the owner of the advertisement owning
7 the data associated with that advertisement.

8 As always, in a complex system, it's
9 incumbent upon the company running that system to
10 balance every stakeholder's rights and needs, and
11 this is an example of that balance. To protect the
12 ownership of the data that we promise advertisers,
13 we do not show the end date.

14 Q. So I understand that the third column of
15 this chart which says "source" is tools an
16 advertiser can use to view information about their
17 campaign.

18 What, then, is the distinction between
19 the source and the fourth column, which is
20 "Field/API"?

21 MR. HOLTZBLATT: Object to form.

22 A. That's simply incremental information,
23 slightly more technical, that would refer to
24 something akin to developer instructions. So if a
25 developer in that first example was looking for

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1 gender, they would look in the insights API as a
2 source, as outlined in column 3. But the field they
3 would look for in order to obtain that data point,
4 as outlined in column 2, would be
5 "breakdowns-gender" as a field to guide their
6 development to bring that data point into whatever
7 application they're building.

8 Q. And I believe we talked about this
9 earlier. But for the insights API, that information
10 is available only for the advertiser's own
11 campaigns, correct?

12 A. Available to who?

13 Q. To the advertiser.

14 A. Acme gets access to Acme's
15 advertisement; Acme gets access to Acme's
16 advertising data.

17 Q. Turn to the third page of Exhibit 1, the
18 second column, "Advertisements URL." Tell me when
19 you're there, please.

20 A. I am there.

21 Q. So an advertisement's URL is available
22 to the advertiser through the marketing API; is that
23 correct?

24 A. Yes.

25 Q. And then it would also --